The Software License Agreement in Chapter 1 and the Supplement in Chapter 2 contain license terms and conditions that govern the use of NVIDIA software. By accepting this agreement, you agree to comply with all the terms and conditions applicable to the product(s) included herein.

NVIDIA Driver

Description
This package contains the operating system driver and fundamental system software components for NVIDIA GPUs.

NVIDIA CUDA Toolkit

Description
The NVIDIA CUDA Toolkit provides command-line and graphical tools for building, debugging and optimizing the performance of applications accelerated by NVIDIA GPUs, runtime and math libraries, and documentation including programming guides, user manuals, and API references.

Default Install Location of CUDA Toolkit

Windows platform:
%ProgramFiles%\NVIDIA GPU Computing Toolkit\CUDA\v#.#

Linux platform:
/usr/local/cuda-#.#

Mac platform:
/Developer/NVIDIA/CUDA-#.#
NVIDIA CUDA Samples

Description
This package includes over 100+ CUDA examples that demonstrate various CUDA programming principles, and efficient CUDA implementation of algorithms in specific application domains.

Default Install Location of CUDA Samples
Windows platform:
%ProgramData%\NVIDIA Corporation\CUDA Samples\v#.#

Linux platform:
/usr/local/cuda-#.#/samples
and
$HOME/NVIDIA_CUDA-#.#_Samples

Mac platform:
/Developer/NVIDIA/CUDA-#.#/samples

NVIDIA Nsight Visual Studio Edition (Windows only)

Description
NVIDIA Nsight Development Platform, Visual Studio Edition is a development environment integrated into Microsoft Visual Studio that provides tools for debugging, profiling, analyzing and optimizing your GPU computing and graphics applications.

Default Install Location of Nsight Visual Studio Edition
Windows platform:
$ProgramFiles(x86)%\NVIDIA Corporation\Nsight Visual Studio Edition #.#
1.1. License

1.1.1. License Grant

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With respect to alpha, beta, preview, and other pre-release Software and Documentation (“Pre-Release Licensed Software”) delivered to you under the AGREEMENT you
acknowledge and agree that such Pre-Release Licensed Software (i) may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercially provided NVIDIA software and documentation, and (ii) use of such Pre-Release Licensed Software may result in unexpected results, loss of data, project delays or other unpredictable damage or loss. THEREFORE, PRE-RELEASE LICENSED SOFTWARE IS NOT INTENDED FOR USE, AND SHOULD NOT BE USED, IN PRODUCTION OR BUSINESS-CRITICAL SYSTEMS. NVIDIA has no obligation to make available a commercial version of any Pre-Release Licensed Software and NVIDIA has the right to abandon development of Pre-Release Licensed Software at any time without liability.

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You may allow your Enterprise employees and Contractors to access and use the Licensed Software pursuant to the terms of the AGREEMENT solely to perform work on your behalf, provided further that with respect to Contractors: (i) you obtain a written agreement from each Contractor which contains terms and obligations with respect to access to and use of Licensed Software no less protective of NVIDIA than those set forth in the AGREEMENT, and (ii) such Contractor’s access and use expressly excludes any sublicense or distribution rights for the Licensed Software. You are responsible for the compliance with the terms and conditions of the AGREEMENT by your Enterprise and Contractors. Any act or omission that, if committed by you, would constitute a breach of the AGREEMENT shall be deemed to constitute a breach of the AGREEMENT if committed by your Enterprise or Contractors.

1.1.5. Services

Except as expressly indicated in an Order, NVIDIA is under no obligation to provide support for the Licensed Software or to provide any patches, maintenance, updates or upgrades under the AGREEMENT. Unless patches, maintenance, updates or upgrades are provided with their separate governing terms and conditions, they constitute Licensed Software licensed to you under the AGREEMENT.

1.2. Limitations

1.2.1. License Restrictions

Except as expressly authorized in the AGREEMENT, you agree that you will not (nor authorize third parties to): (i) copy and use Software that was licensed to you for use in one or more NVIDIA hardware products in other unlicensed products (provided that copies solely for backup purposes are allowed); (ii) reverse engineer, decompile, disassemble (except to the extent applicable laws specifically require that such activities
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Audio/Video Encoders and Decoders

You acknowledge and agree that it is your sole responsibility to obtain any additional third party licenses required to make, have made, use, have used, sell, import, and offer for sale your products or services that include or incorporate any Third Party Components and content relating to audio and/or video encoders and decoders from, including but not limited to, Microsoft, Thomson, Fraunhofer IIS, Sisvel S.p.A., MPEG-LA, and Coding Technologies as NVIDIA does not grant to you under the AGREEMENT any necessary patent or other rights with respect to audio and/or video encoders and decoders.

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Your rights in the Licensed Software are limited to those expressly granted under the AGREEMENT and no other licenses are granted whether by implication, estoppel or otherwise. NVIDIA reserves all rights, title and interest in and to the Licensed Software not expressly granted under the AGREEMENT.

1.3. Confidentiality

Neither party will use the other party’s Confidential Information, except as necessary for the performance of the AGREEMENT, nor will either party disclose such Confidential Information to any third party, except to personnel of NVIDIA and its Affiliates, you, your Enterprise, your Enterprise Contractors, and each party’s legal and financial advisors that have a need to know such Confidential Information for the performance of the AGREEMENT, provided that each such personnel, employee and Contractor is subject to a written agreement that includes confidentiality obligations consistent with those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party’s Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own
Confidential Information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party’s Confidential Information or the terms and conditions of the AGREEMENT as required under applicable securities regulations or pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such disclosure (i) gives reasonable notice to the other party to enable it to contest such order or requirement prior to its disclosure (whether through protective orders or otherwise), (ii) uses reasonable effort to obtain confidential treatment or similar protection to the fullest extent possible to avoid such public disclosure, and (iii) discloses only the minimum amount of information necessary to comply with such requirements.

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1.8. Term and Termination

1.8.1. AGREEMENT, Licenses and Services

This SLA shall become effective upon the Effective Date, each Supplement upon their acceptance, and both this SLA and Supplements shall continue in effect until your last access or use of the Licensed Software and/or services hereunder, unless earlier terminated as provided in this “Term and Termination” section. Each Licensed Software license ends at the earlier of (a) the expiration of the applicable license term, or (b) termination of such license or the AGREEMENT. Each service ends at the earlier of (x) the expiration of the applicable service term, (y) termination of such service or the AGREEMENT, or (z) expiration or termination of the associated license and no credit or refund will be provided upon the expiration or termination of the associated license for any service fees paid.

1.8.2. Termination and Effect of Expiration or Termination

NVIDIA may terminate the AGREEMENT in whole or in part: (i) if you breach any term of the AGREEMENT and fail to cure such breach within thirty (30) days following notice thereof from NVIDIA (or immediately if you violate NVIDIA's Intellectual Property Rights); (ii) if you become the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing, or if you cease to do business; or (iii) if you commence or participate in any legal proceeding against NVIDIA, with respect to the Licensed Software that is the subject of the proceeding during the pendency of such legal proceeding. If you or your authorized NVIDIA reseller fail to pay license fees or service fees when due then NVIDIA may, in its sole discretion, suspend or terminate your license grants, services and any other rights provided under the AGREEMENT for the affected Licensed Software, in addition to any other remedies NVIDIA may have at law or equity. Upon any expiration or termination of the AGREEMENT, a license or a service provided hereunder, (a) any amounts owed to NVIDIA become immediately due
and payable, (b) you must promptly discontinue use of the affected Licensed Software and/or service, and (c) you must promptly destroy or return to NVIDIA all copies of the affected Licensed Software and all portions thereof in your possession or control, and each party will promptly destroy or return to the other all of the other party’s Confidential Information within its possession or control. Upon written request, you will certify in writing that you have complied with your obligations under this section. Upon expiration or termination of the AGREEMENT all provisions survive except for the license grant provisions.

1.9. Consent to Collection and Use of Information

You hereby agree and acknowledge that the Software may access and collect non-personally identifiable information about your Enterprise computer systems in order to properly optimize such systems for use with the Software. To the extent that you use the Software, you hereby consent to all of the foregoing, and represent and warrant that you have the right to grant such consent. In addition, you agree that you are solely responsible for maintaining appropriate data backups and system restore points for your Enterprise systems, and that NVIDIA will have no responsibility for any damage or loss to such systems (including loss of data or access) arising from or relating to (a) any changes to the configuration, application settings, environment variables, registry, drivers, BIOS, or other attributes of the systems (or any part of such systems) initiated through the Software; or (b) installation of any Software or third party software patches initiated through the Software. In certain systems you may change your system update preferences by unchecking "Automatically check for updates" in the "Preferences" tab of the control panel for the Software.

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This SLA, any Supplements incorporated hereto, and Orders constitute the entire agreement of the parties with respect to the subject matter hereto and supersede all prior negotiations, conversations, or discussions between the parties relating to the subject matter hereto, oral or written, and all past dealings or industry custom. Any additional and/or conflicting terms and conditions on purchase order(s) or any other documents issued by you are null, void, and invalid. Any amendment or waiver under the AGREEMENT must be in writing and signed by representatives of both parties.

The AGREEMENT and the rights and obligations thereunder may not be assigned by you, in whole or in part, including by merger, consolidation, dissolution, operation of law, or any other manner, without written consent of NVIDIA, and any purported assignment in violation of this provision shall be void and of no effect. NVIDIA may assign, delegate or transfer the AGREEMENT and its rights and obligations hereunder, and if to a non-Affiliate you will be notified.

Each party acknowledges and agrees that the other is an independent contractor in the performance of the AGREEMENT, and each party is solely responsible for all of its employees, agents, contractors, and labor costs and expenses arising in connection therewith. The parties are not partners, joint ventures or otherwise affiliated, and neither has any authority to make any statements, representations or commitments of any kind to bind the other party without prior written consent.

Neither party will be responsible for any failure or delay in its performance under the AGREEMENT (except for any payment obligations) to the extent due to causes beyond its reasonable control for so long as such force majeure event continues in effect.

The AGREEMENT will be governed by and construed under the laws of the State of Delaware and the United States without regard to the conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to the personal jurisdiction of the federal and state courts located in Santa Clara County, California. You acknowledge and agree that a breach of any of your promises or agreements contained in the AGREEMENT may result in irreparable and continuing injury to NVIDIA for which monetary damages may not be an adequate remedy and therefore NVIDIA is entitled to seek injunctive relief as well as such other and further relief as may be appropriate. If any court of competent jurisdiction determines that any provision of the AGREEMENT is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative.

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1.11. Glossary of Terms

Certain capitalized terms, if not otherwise defined elsewhere in this SLA, shall have the meanings set forth below:

1. “Affiliate” means any legal entity that Owns, is Owned by, or is commonly Owned with a party. “Own” means having more than 50% ownership or the right to direct the management of the entity.

2. “AGREEMENT” means this SLA and all associated Supplements entered by the parties referencing this SLA.

3. “Authorized Users” means your Enterprise individual employees and any of your Enterprise’s Contractors, subject to the terms of the “Enterprise and Contractors Usage” section.

4. “Confidential Information” means the Licensed Software (unless made publicly available by NVIDIA without confidentiality obligations), and any NVIDIA business, marketing, pricing, research and development, know-how, technical, scientific, financial status, proposed new products or other information disclosed by NVIDIA to you which, at the time of disclosure, is designated in writing as confidential or proprietary (or like written designation), or orally identified as confidential or proprietary or is otherwise reasonably identifiable by parties exercising reasonable business judgment, as confidential. Confidential Information does not and will not include information that: (i) is or becomes generally known to the public through no fault of or breach of the AGREEMENT by the receiving party;
(ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

5. “Contractor” means an individual who works primarily for your Enterprise on a contractor basis from your secure network.

6. “Documentation” means the NVIDIA documentation made available for use with the Software, including (without limitation) user manuals, datasheets, operations instructions, installation guides, release notes and other materials provided to you under the AGREEMENT.

7. “Enterprise” means you or any company or legal entity for which you accepted the terms of this SLA, and their subsidiaries of which your company or legal entity owns more than fifty percent (50%) of the issued and outstanding equity.

8. “Feedback” means any and all suggestions, feature requests, comments or other feedback regarding the Licensed Software, including possible enhancements or modifications thereto.

9. “Intellectual Property Rights” means all patent, copyright, trademark, trade secret, trade dress, trade names, utility models, mask work, moral rights, rights of attribution or integrity service marks, master recording and music publishing rights, performance rights, author’s rights, database rights, registered design rights and any applications for the protection or registration of these rights, or other intellectual or industrial property rights or proprietary rights, howsoever arising and in whatever media, whether now known or hereafter devised, whether or not registered, (including all claims and causes of action for infringement, misappropriation or violation and all rights in any registrations and renewals), worldwide and whether existing now or in the future.

10. “Licensed Software” means Software, Documentation and all modifications owned by NVIDIA.

11. “Open Source License” includes, without limitation, a software license that requires as a condition of use, modification, and/or distribution of such software that the Software be (i) disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no charge.

12. “Order” means a purchase order issued by you, a signed purchase agreement with you, or other ordering document issued by you to NVIDIA or a NVIDIA authorized reseller (including any on-line acceptance process) that references and incorporates the AGREEMENT and is accepted by NVIDIA.

13. “Software” means the NVIDIA software programs licensed to you under the AGREEMENT including, without limitation, libraries, sample code, utility programs and programming code.

14. “Supplement” means the additional terms and conditions beyond those stated in this SLA that apply to certain Licensed Software licensed hereunder.
Chapter 2.
CUDA SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT

Release date: March 24, 2016

The terms set forth in this CUDA Supplement (“Supplement”) govern your use of the NVIDIA Licensed Software within the CUDA family of software products, namely the CUDA Toolkit and associated drivers, sample source code and the CUDA Nsight Visual Studio Edition (collectively, the “CUDA Licensed Software”) under the terms of your software license agreement (“SLA”) as modified by this Supplement. This Supplement is an exhibit to the SLA and is hereby incorporated as an integral part thereto. Capitalized terms used but not defined herein shall have the meaning assigned to them in the SLA. In the event of conflict between the terms in this Supplement and the terms in the SLA, this Supplement shall control.

2.1. Sample Source Code Modification, Ownership and Distribution

Subject to the terms of the SLA and this Supplement, NVIDIA hereby grants you a non-exclusive, non-transferable license, without the right to sublicense, during the applicable license term unless earlier terminated pursuant to the SLA, to have Authorized Users modify and create derivative works of CUDA Licensed Software that constitutes sample source code, when provided to you by NVIDIA in source code form. You hold all rights, title and interest in and to your modifications and derivative works of the sample source code software that you create as permitted hereunder (collective, Derivatives”), subject to NVIDIA’s underlying Intellectual Property Rights in and to the CUDA Licensed Software; provided, however that you grant NVIDIA and its Affiliates an irrevocable, perpetual, nonexclusive, worldwide, royalty-free paid-up license to make, have made, use, have used, reproduce, license, distribute, sublicense, transfer and otherwise commercialize Derivatives including (without limitation) with the CUDA Licensed Software or other NVIDIA products, technologies or materials. You may distribute the
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<th>Linux</th>
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Component : Internal common library required for statically linking to cuBLAS, cuSPARSE, cuFFT, cuRAND and NPP
Mac OSX : libculibos.a
Linux : libculibos.a

Component : NVIDIA Runtime Compilation Library
Windows : nvrtc.dll, nvrtc-builtins.dll
Mac OSX : libnvrtdy.dylib, libnvrtdy-builtins.dylib
Linux : libnvrtdy.so, libnvrtdy-builtins.so

Component : NVIDIA Optimizing Compiler Library
Windows : nvvm.dll
Mac OSX : libnvvm.dylib
Linux : libnvvm.so

Component : NVIDIA Common Device Math Functions Library
Windows : libdevice.10.bc
Mac OSX : libdevice.10.bc
Linux : libdevice.10.bc

Component : CUDA Occupancy Calculation Header Library
All : cuda_occupancy.h

Component : CUDA Profiling Tools Interface (CUPTI) Library
Windows : cupti.dll
Mac OSX : libcupti.dylib
Linux : libcupti.so

Component : NVIDIA Tools Extension Library
Windows : nvToolsExt.dll, nvToolsExt.lib
Mac OSX : libnvToolsExt.dylib
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